



STATE OF DELAWARE  
EXECUTIVE DEPARTMENT  
OFFICE OF MANAGEMENT AND BUDGET

August 12, 2010

TO: ALL STATE AGENCIES, SCHOOL DISTRICTS, MUNICIPALITIES, VOLUNTEER  
FIRE COMPANIES AND POLITICAL SUBDIVISIONS

FROM: WILLIAM W. PICKRUM  
DEPUTY DIRECTOR, GOVERNMENT SUPPORT SERVICES  
302-857-4501

SUBJECT: **AWARD NOTICE – Addendum # 5, effective December 17, 2012**  
**CONTRACT NO. GSS10587-DRUG\_TESTING**  
Drug Testing Kits

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OF  
KEY CONTRACT INFORMATION

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## **KEY CONTRACT INFORMATION**

### **1. MANDATORY USE CONTRACT:**

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**REF: Title 29, Chapter 6911(d) Delaware Code.** Every state department and agency within the Executive Branch and Judicial Branch of the state government shall procure all material, equipment and nonprofessional services through the statewide contracts administered by Government Support Services, Office of Management and Budget. Delaware State University, Delaware Technical and Community College, the operations funded by Public School Districts, Delaware Transit Corporation, Department of Elections, the Legislative Branch and the Board of Pension Trustees and their consultants are specifically exempted from the requirements of this subsection.

Under Title 29 §6933, The State of Delaware is authorized to participate in, sponsor, conduct or administer a cooperative purchasing agreement for the procurement of materiel or nonprofessional services with 1 or more public procurement units either within the State or within another state in accordance with an agreement entered into between the participants. Government Support Services, Office of Management and Budget has entered into a cooperative agreement with the State of Arkansas, under the National Association of State Procurement Officer (NASPO) for the procurement of Drug Testing Kits.

### **2. CONTRACT PERIOD:**

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Each contractor's contract shall be valid through December 16, 2010. Each contract may be renewed for four (4) additional one (1) year period through negotiation between the contractor and the State of Arkansas (NASPO lead state).

**Contract is extended to expire December 16, 2011.**

**Contract is extended to expire December 16, 2012**

**Contract is extended to expire December 16, 2013**

### **3. VENDORS:**

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**Contract # GSS10587-DRUG\_TESTINGV02**  
State of Arkansas Contract Number: SP-07-0437R  
FSF Vendor ID: 0000033487  
Alere, Inc. (formerly Inverness Med)  
dba Redwood Toxicology/Instant Technologies  
Attn: Sonja McIntosh  
3650 Westwind Blvd.  
Santa Rosa, CA 95403-1066  
Phone: (800) 255-2159 Ext 4342 or (707) 570-4342  
Fax: (707) 636-2809  
Email: [smcintosh@redwoodtoxicology.com](mailto:smcintosh@redwoodtoxicology.com)  
Website: <http://www.redwoodtoxicology.com/>

**Contract # GSS10587-DRUG\_TESTINGV01**  
State of Arkansas Contract Number: SP-07-0437R  
FSF Vendor ID: 0000047649  
Germaine Laboratories, Inc.  
Attn: Cecilia Rodriguez

4139 Gardendale Center  
Suite 101  
San Antonio, TX 78229-3265  
Phone: (210) 692-4192  
Fax: (210) 692-4198  
Email: [cs1@germainelabs.com](mailto:cs1@germainelabs.com)  
Website: <http://www.germainelabs.com/>

**Contract # GSS10587-DRUG\_TESTINGV03**  
State of Arkansas Contract Number: SP-07-0437R  
FSF Vendor ID: 0000048986  
Micro Distributing, LC  
Attn: David Wilks, Director, Government Sales  
620 Kennedy Court  
Belton, TX 76513-4140  
Phone: (254) 939-8923 or (877) 370-8787  
Fax: (254) 939-5867  
Email: [davidw@micro-distributing.com](mailto:davidw@micro-distributing.com)  
Website: <http://www.micro-distributing.com>

**4. SHIPPING TERMS:**

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All delivered items shall be F.O.B. destination with all transportation and handling charges paid by the contractors. Responsibility and liability for loss or damage shall remain the contractor's until final inspection and acceptance when responsibility shall pass to the ordering facility except as to latent defects, fraud and contractor's warranty obligations.

**Backorders will be allowed only when authorized by the ordering entity.**

**5. DELIVERY AND PICKUP:**

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Routine items delivered within 72 hours ARO

**6. MINIMUM ORDER:**

A minimum of \$50.00 per order(s) is required. Shipping charges are included in that minimum dollar amount. Less than \$50.00 order(s) will not include shipping with shipping total(s) acknowledge at time of order(s) by contractor to the purchasing entity.

**7. QUALITY:**

All items must be first class quality. All items must be packaged to arrive in an undamaged and unsoiled condition. Any item received that do not meet these criteria should be returned and replaced by the contractor.

**8. PRICING AND ITEM SPECIFICATIONS:**

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Prices will remain firm for the term of the contract year.

## ADDITIONAL TERMS AND CONDITIONS

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### 9. **BILLING:**

The successful vendor is required to **"Bill as Shipped" to the respective ordering agency(s).** Ordering agencies shall provide at a minimum the contract number, ship to and bill to address, contract name and phone number.

### 10. **PAYMENT:**

The agencies or school districts involved will authorize and process for payment each invoice within thirty (30) days after the date of receipt. The contractor or vendor must accept full payment by procurement (credit) card and/or conventional check and/or other electronic means at the State's option, without imposing any additional fees, costs or conditions.

### 11. **PRODUCT SUBSTITUTION:**

All items delivered during the life of the contract shall be of the same type and manufacture as specified unless specific approval is given by Government Support Services to do otherwise. Substitutions may require the submission of written specifications and product evaluation prior to any approvals being granted.

### 12. **ORDERING PROCEDURE:**

Successful contractors are required to have either a local telephone number within the (302) area code, a toll free (800) number, or agree to accept collect calls. Each agency is responsible for placing their orders and may be accomplished by written purchase order, telephone, fax or computer on-line systems. The contractor or vendor must accept full payment by procurement (credit) card and/or conventional check and/or other electronic means at the State's option, without imposing any additional fees, costs or conditions.

### 13. **REQUIREMENTS:**

<b>GROUP #</b>	<b><u>VENDOR</u></b>
1 (Multi-Drug Testing Integrated Cup)	Redwood Toxicology Laboratory
2 (Single Drug Testing Panel/Wick)	Micro-Distributing
3 (Drug Testing Stick)	Redwood Toxicology Laboratory
4 (Multi-Drug Testing Card)	Redwood Toxicology Laboratory
5 (Single Drug Testing Cup)	Germaine Laboratories

### 14. **HOLD HARMLESS:**

The contractor agrees that it shall indemnify and hold the State of Delaware and all its agencies harmless from and against any and all claims for injury, loss of life, or damage to or loss of use of property caused or alleged to be caused, by acts or omissions of the contractor, its employees, and invitees on or about the premises and which arise out of the contractor's performance, or failure to perform as specified in the Agreement.

### 15. **NON-PERFORMANCE:**

In the event the contractor does not fulfill its obligations under the terms and conditions of this contract, the ordering agency may purchase equivalent product on the open market. Any difference in cost between the contract prices herein and the price of open market product shall be the responsibility of the contractor. Under no circumstances shall monies be due the contractor in the event open market products can be obtained below contract cost. Any monies charged to the contractor may be deducted from an open invoice.

**16. FORCE MAJEURE:**

Neither the contractor nor the ordering agency shall be held liable for non-performance under the terms and conditions of this contract due, but not limited to, government restriction, strike, flood, fire, or unforeseen catastrophe beyond either party's control. Each party shall notify the other in writing of any situation that may prevent performance under the terms and conditions of this contract.

**17. AGENCY'S RESPONSIBILITIES:**

The Agency shall:

- a. Examine and review in detail all letters, reports, drawings and other documents presented by the Contractor to the Agency and render to the Contractor in writing, findings and decisions pertaining thereto within a reasonable time so as not to delay the services of Contractor.
- b. Give prompt written notice to the Contractor whenever the Agency observes or otherwise becomes aware of any development that affects the scope or timing of the Contractor's services.
- c. When an ordering agency first experiences a relatively minor problem or difficulty with a vendor, the agency will contact the vendor directly and attempt to informally resolve the problem. This includes failure to perform by the date specified and any unacceptable difference(s) between the purchase order and the merchandise received. Ordering agencies should stress to vendors that they should expedite correction of the differences because failure to reply may result in an unfavorable rating in the execution of the awarded contract.
- d. The state has several remedies available to resolve non-performance issues with the contractor. The Agency should refer to the Contract Terms and Conditions to view these remedies. When a default occurs, the Agency should first review the contract to confirm that the issue is a part of the contract. If the issue is not covered by the contract, the state cannot expect the contractor to perform outside the agreement. If the issue is a part of the contract, the Agency or GSS - Contracting must then contact the contractor, discuss the reasons surrounding the default and establish a date when the contractor will resolve the non-performance issue.
- e. If there is a performance deficiency, a Corrective Action Report (CAR) may be used. Complete this form to report concerns with vendors or commodities. Be sure to furnish as much detail as possible. <http://gss.omb.delaware.gov/divisionwide/forms.shtml>.



**STATE OF ARKANSAS**

**FACILITY MEMBERSHIP APPLICATION FOR  
MULTI-STATE DRUG TESTING KIT(S)**

**CONTRACT NUMBER: SP-07-0437R**

The completed form must be returned to the Arkansas Office of State Procurement for authorization.  
This form should be faxed to (501) 324-9311 or e-mailed within five (5) days after signing to:

[judy.shirley@dfa.state.ar.us](mailto:judy.shirley@dfa.state.ar.us)

1. State of: DELAWARE

2. Facility Name: \_\_\_\_\_

Purchasing Contact Person (On-Site): \_\_\_\_\_

Title: \_\_\_\_\_

E-Mail Address: \_\_\_\_\_

Street Address (Include P. O. Box if Applicable): \_\_\_\_\_

City, State, Zip: \_\_\_\_\_

3. Average dollar amount of Drug Testing Kit(s) purchased per month: \_\_\_\_\_

4. Circle which best describes your facility setting:

- a. Public Health Laboratory
- b. Environment Quality Testing Facility
- c. Student Health Laboratory
- d. Correctional Facility
- e. Community Health Facility
- f. Hospital/Clinic
- g. Criminal Laboratory
- h. Nursing Home
- i. Acute Care Hospital
- j. Other (Please indicate): \_\_\_\_\_

5. Approximate number of personnel in your facility: \_\_\_\_\_

The above information is true and correct.

Signed: \_\_\_\_\_ Date: \_\_\_\_\_

Authorized Personnel

Award Notice  
Contract No.: GSS10587-DRUG\_TESTING  
Drug Testing Kits